

ITEL

March 11, 1986

RECORDATION NO. 9049-N

Filed 1425

APR 25 1986 12:25 PM

INTERSTATE COMMERCE COMMISSION

6-115A061

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

APR 25 1986

\$ 10.00

\$10.00 filing fee Washington, D. C.

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 6 to the June 14, 1977 Lease Agreement Between SSI Rail Corp.
and Arkansas and Louisiana Missouri Railway Company

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Assignment under the Lease Agreement dated June 14, 1977 between SSI Rail Corp., as predecessor in interest to Itel Rail Corporation, and Arkansas and Louisiana Missouri Railway Company, which was filed with the ICC on October 21, 1977 and given Recordation No. 9049.

The names and addresses of the parties to the aforementioned Assignment are listed below:

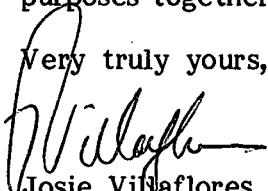
Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Arkansas and Louisiana Missouri Railway Company (Lessee)
108 North Ninth
Monroe, Louisiana 71201

The equipment covered by this Assignment is twenty-five (25) fifty-foot, 70-ton, Plate C, XM boxcars bearing reporting marks ALM 1600-1624.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from ICC acknowledging this filing.

Very truly yours,


Josie Villaflores
Legal Assistant

JV:
Enclosures

cc: Robert S. Clark
Ira B. Rubinfeld
Ginny Hanger

APR 25 12 20 PM '86
MOTOR OPERATED UNIT

Thank this one will be 9049-N
Donald Downing
C. Quigley

Interstate Commerce Commission
Washington, D.C. 20423

4/25/86

OFFICE OF THE SECRETARY

Josie Villaflores
Legal Assistant
Ite! Rail Corporation
55 Francisco St.
San Francisco, Calif. 94133

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/25/86 at 12:25pm and assigned re-recording number(s). 9049-N & 14934-A

Sincerely yours,


Secretary

Enclosure(s)

9049-N
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF March 7, 1986

November 19, 1985

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED ALM 1600-1624
AMENDMENT NO. 6
RECEIVED 11-23-1985 12 21 PM
FILED 1425
STATE COMMERCE COMMISSION

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement dated June 14, 1977, as amended, (the "Agreement") between SSI Rail Corp., as lessor and ARKANSAS AND LOUISIANA MISSOURI RAILWAY COMPANY, as lessee ("Lessee") is made this 24th day of January, 1986 between ITEL RAIL CORPORATION, as successor in interest to SSI Rail Corp. ("Lessor") and Lessee.

RECITALS:

- A. Pursuant to the Agreement, Lessor leased to Lessee three hundred thirty-nine (339) boxcars (together with the boxcars on the Equipment Schedule attached hereto, the "Cars") bearing reporting marks from within the series ALM 1000-1249 and ALM 1500-1599.
- B. Subject to the terms and conditions set forth in Amendment No. 4 dated July 23, 1985 to the Agreement one hundred (100) Cars shall be terminated from the Agreement at 12:01 p.m. on the date that each Car is remarked to reporting marks from within the series BN 377300-377399.
- C. Subject to the terms and conditions set forth in Amendment No. 5 dated August 27, 1985 to the Agreement, forty-nine (49) Cars shall be terminated from the Agreement at 12:01 p.m. on the date that each Car is remarked to reporting marks from within the series KCS 755001-755486.
- D. Lessor and Lessee desire to add twenty-five (25) boxcars bearing the reporting marks ALM 1600-1624 to the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
2. Equipment Schedule No. 5.A attached hereto is added to the Agreement in its entirety.
3. With respect to the Cars listed on Equipment Schedule No. 5.A only, Section 2 of the Agreement shall be replaced by the following:

"2. Term

- A. This Agreement shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of the Agreement with respect to each Car described on Equipment Schedule No. 5.A shall commence at 12:01 a.m. on the date and at the location that such Car is remarked pursuant to Subsection 3.A., and shall expire as to all of the Cars described on such Schedule, three (3) years from the date on which the first Car on such Schedule was remarked (the "Initial Term").

- B. If this Agreement has not been terminated early and no unremedied default has occurred pursuant to Section 9, the Agreement may be extended upon mutual agreement of the parties hereto with respect to all of the Cars described on Schedule No. 5.A. Any term occurring after the expiration of the Initial Term shall be an 'Extended Term'."
4. With respect to the Cars listed on Equipment Schedule No. 5.A, Subsection 3.A. is replaced in its entirety by the following:
- "A. Lessee hereby approves the specifications of the Cars delivered to it by Lessor. Lessor shall, at its expense, remark the Cars with the railroad markings of Lessee in compliance with all applicable regulations. Each Car shall be deemed delivered and subject to the terms and provisions of this Agreement at 12:01 a.m. on the date and at the location such Car is remarked ("Delivery"). After the Cars have been remarked, the Cars shall be moved to Lessee's railroad line at no cost to Lessee as soon as is consistent with mutual convenience and economy. Notwithstanding that Lessee may not have immediate physical possession of the Cars leased hereunder, Lessee agrees to pay the rent set forth in this Agreement. To move the Cars to Lessee's railroad line and to ensure optimal use of the Cars after the Initial Loading (as hereinafter defined), Lessor agrees to assist Lessee in monitoring Car movements and, when deemed necessary by Lessee and Lessor, to assist in the issuance of movement orders with respect to such Cars to other railroad lines in accordance with Interstate Commerce Commission ("ICC") and Association of American Railroads ("AAR") interchange rules adopted by the AAR Mechanical Division, Operations and Maintenance Department ("Interchange Rules"). If Lessor incurs expenses in having other railroads move Cars in accordance with this Section with Lessee's request or approval, except for any expenses incurred in the initial delivery of such Cars to Lessee's railroad line pursuant to this Section, Lessee shall reimburse Lessor for such expenses within ten (10) days of receipt of an invoice from Lessor."
5. With respect to the Cars listed on equipment Schedule No. 5.A the second sentence of Subsection 3.C. is replaced by the sentence:
- "During the term of the Agreement, Lessor may, at its expense, replace any or all of the Cars with similar boxcars upon prior written notice from Lessor to Lessee; provided, however, that any such replacement shall not prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor."
6. With respect to the cars listed on Equipment Schedule No. 5.A, Subsection 4.A. is deleted in its entirety.

7. With respect to the Cars listed on Equipment Schedule No. 5.A., Section 6 is replaced by the following:

"6. Rent

A. Definitions

(i) "Revenues" is defined as the total revenues earned and due from other railroad companies for the use or handling of the Cars, including but not limited to, per diem and mileage, whether or not collected and received by Lessor and undiminished by any claimed abatement, reduction or offset caused by any action of Lessee. Upon any such abatement, reduction or offset, Lessee shall, within ten (10) days of Lessor's request, reimburse Lessor for such amounts.

(ii) The "Utilization Rate" of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that Revenues were earned on the Cars commencing from the Initial Loading, and the denominator of which is the aggregate number of days in each calendar year that the Cars were on lease to Lessee, commencing from the Initial Loading.

B. Lessor shall receive all Revenues earned by each Car prior to its Delivery.

C. Lessee agrees to pay the following rent to Lessor for the use of the Cars:

(i)

(ii)

D. If, with respect to any calendar quarter, Revenues are less

- E. If any such Car has remained on Lessee's railroad tracks because Lessee has not given preference to the Cars as specified in Subsection 3.B., Lessee shall be liable for and remit to Lessor an amount equal to the Revenues which would have been generated if such Car had been in the physical possession and use of another railroad for the entire period during which such Car is on Lessee's railroad line.
 - F. In the event damage beyond repair or destruction of a Car has been reported in accordance with Rule 107 of the AAR Field Manual of the Interchange Rules and Rules 7 and 8 of the AAR Code of Car Hire Rules and Interpretations-Freight, said destroyed Car will be removed from the rental calculations of this Agreement on the date car hire ceased as set forth in the aforementioned Rules 7 and 8. Lessor may, at its expense, replace any destroyed Car with similar equipment upon prior written notice from Lessor to Lessee.
 - G. If any Car, while in the possession of Lessee, is damaged to the extent that such damage exceeds the AAR Depreciated Value ("DV") for such Car, Lessee shall notify Lessor within sixty (60) days following the date of the occurrence of such damage ("Damage Date"). If Lessee fails to so notify Lessor within sixty (60) days of the Damage Date, Lessor has the right to engage an independent appraiser to inspect such Car to determine the extent of such damage. Regardless of whether or not Lessee has notified Lessor of the damage pursuant to this Subsection, Lessee shall remit to Lessor an amount equal to the DV of such Car within thirty (30) days of receipt of an invoice from Lessor.
 - H. Any agreement between Lessee and any other party with respect to the Cars ("Third Party Agreement(s)") shall be null and void without Lessor's prior written approval if such Third Party Agreement affects the Revenues earned by the Cars, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor.
 - I. Lessor and Lessee agree to cooperate with and to assist each other in any reasonable manner requested to establish and pursue proper claims against parties responsible for loss or destruction of, or damage to, the Cars, provided, however, that this shall not affect their respective obligations under this Section 7."
8. With respect to the Cars on Equipment Schedule No. 5.A only, the words "Lessee shall provide up to ten (10) days free storage on its railroad tracks for Lessor or the subsequent lessee of any terminated Car. For

any storage after the tenth day hereunder," in Section 9 of the Agreement shall be replaced by the words "Lessee shall provide up to one hundred twenty (120) days free storage on its railroad tracks for Lessor or the subsequent lessee of any terminated Car. For any storage after the one hundred twentieth day hereunder,".

9. Subsection 8.A.(v) of the Agreement is hereby replaced by the following:

"The subjection of any of Lessee's or Lessor's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, if such subjection would materially impair such parties ability to perform its obligations hereunder."

10. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

11. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

By: *D. Hayes*

By: *J. A. James* JTX

Title: *President*

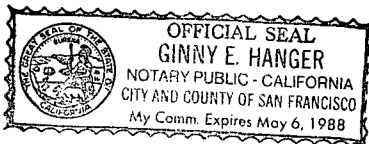
Title: *President*

Date: *January 24, 1986*

Date: *12/31/85*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 24th day of January, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF LOUISIANA)
Parish) ss:
COUNTY OF Orachita)

On this 31 day of December, 1985, before me personally appeared J. A. Thomas, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Haseo S. Mc New, Jr.
Notary Public

EQUIPMENT SCHEDULE NO. 5.A

Itel Rail Corporation hereby leases the following Cars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of January 24, 1986

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Height	Doors Width	No. of Cars
				Inside Width				
XM	50', 70-Ton, Plate C boxcars, cushion underframe, nailable steel floor	ALM 1600-1624	50'6"	9'6"		11'1"	10' Sliding	25

ITEL RAIL CORPORATION

By: *[Signature]*

Title: President

Date: January 24, 1986

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

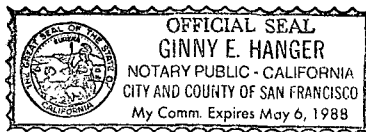
By: *[Signature]* JOK

Title: President

Date: 12/31/85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 24th day of January, 1985^(SENT), before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 5.A was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF LOUISIANA)
Parish) ss:
COUNTY OF Orachita)

On this 31 day of December, 1985, before me personally appeared J.A. THAMES, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Lousiana Missouri Railway Company that the foregoing Equipment Schedule No. 5.A was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hester S. Mc New Jr.
Notary Public